

ARTICLE 36
CLASSIFICATION

36.1 Classification Plan Revisions

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided using the Department of Personnel's Director's meeting agenda notice. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

36.2 Position Review

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The employee will complete and sign the appropriate form.

B. The employee will then send the completed form to the Human Resources Office. The Human Resources Office will review the completed form and make a decision regarding appropriate classification within sixty (60) calendar days of receipt of the request.

C. In the event the employee disagrees with the reallocation decision of the Employer, he or she may request a review of the decision by the Director of the Department of Personnel (DOP) in writing with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The

Director of the DOP will then make a written determination which will be provided to the employee.

D. In accordance with the provisions of WAC 357-52, the employee may appeal the determination of the Director of the DOP to the Washington Personnel Resources Board (WPRB) within thirty (30) calendar days of being provided the written decision of the Director of the DOP. The WPRB will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.

36.3 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 31 of this Agreement will apply. If the employee is appointed to the position, he or she must serve a trial service period.

B. Reallocation to a Class With an Equal Salary Range Maximum

1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the employee does not meet the skills and abilities required of the position, the layoff procedure specified in Article 31, Layoff and Recall of this Agreement will apply.

C. Reallocation to a Class With a Lower Salary Range Maximum

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain his or her existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification the employee held permanent status in prior to the reallocation.

2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article 31 of this Agreement applies.

36.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted to a position in a higher class will be advanced to a step of the range for the new class which is nearest to five percent (5%)

higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

B. Reallocation to a Class With an Equal Salary Range Maximum

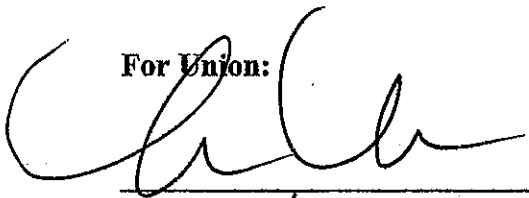
The employee retains his or her previous base salary, or to the entry step of the new range, whichever is higher.

C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

36.5 Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in this Agreement.

For Union:



Date

8/9/06

For Employer:



Date

8/9/06

ARTICLE 37

COMPENSATION

37.1 Pay Range Assignments

- A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in Subsection 37.6. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Subsection 37.1 D and 37.6.
- B. Effective July 1, 2007, the "State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.
- C. Effective July 1, 2007, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Appendix D, attached.
- D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix D, attached.
- E. Effective July 1, 2008, all salary ranges and steps of the State Salary Schedule that will become effective on July 1, 2007, will be increased by 2.0% as shown in Appendix E, attached.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections C and E above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

37.2 "SP" Pay Range Assignments

A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "SP Pay Range Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in Subsection 37.6. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the SP Pay Range State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Subsection 37.2 D and 37.6.

B. Effective July 1, 2007, the "SP Pay Range State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.

C. Effective July 1, 2007, all salary ranges and steps of the SP Pay Range State Salary Schedule will be increased by 3.2%, as shown in Appendix F, attached.

D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the SP Pay Range State Salary Schedule as shown in Appendix F, attached.

E. Effective July 1, 2008, all salary ranges and steps of the SP Pay Range State Salary Schedule that will become effective on July 1, 2007, will be increased by 2.0% as shown in Appendix G, attached.

F. Employees who are paid above the maximum for their SP range on the effective date of the increases described in Subsections C and E above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

37.3 One-Time Payment

Employees who were insurance eligible for the month of June 2007 and are covered by the terms of this agreement on July 1, 2007 will receive a one-time payment of seven hundred and fifty-six dollars (\$756.00). The payment will be dispersed on July 25, 2007.

37.4 Classification Consolidation

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated eight million dollars (\$8,000,000) general fund-state to implement phase 4 of the Department of Personnel's Classification Consolidation Project.

37.5 Salary Survey to 25.0% of Prevailing Rate

Effective July 1, 2007, salaries for classifications found to be more than twenty-five percent (25.0%) behind prevailing rate, in accordance with the Department of Personnel's 2006 Salary Survey, will be brought to within twenty-five percent (25.0%) of prevailing rate.

37.6 Job classifications that qualify for increases under Subsections 37.4 and/or 37.5 will receive only that increase that grants the highest amount allotted under any one section, except when adjustments are necessary due to class consolidation. Employees will be assigned to the new range at their current step. Appendix H identifies the impacted job classifications and the salary range for which it is assigned.

37.7 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher level classification will be notified in writing and will be advanced to a step of the range for the new class, that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in 37.10 C.

Time spent performing the duties of a higher classification in accordance with this Section will not be eligible to be counted as time for reallocations in Article 36. 3.

37.8 Establishing Salaries for New Employees and New Classifications

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices D, E, F and G, attached.

B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

37.9 Periodic Increases

Periodic increases are provided as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to their base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges, in accordance with Subsection A and B, above.

D. The effective date of the periodic increase will be the first day of the month it is due.

E. Employees hired before July 1, 2007 will retain their periodic increment date as of June 30, 2006.

37.10 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Recruitment, Retention, other Business Needs or Geographic Adjustments

The Employer may authorize more than the step increases specified in Subsections A and B, above, when there are recruitment, retention, or other business needs, as well as when the employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

37.11 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

37.12 Demotion

1 An employee who voluntarily demotes to another position with a lower salary
2 range maximum will be placed in the new range at a salary equal to his or her
3 previous base salary. If the previous base salary exceeds the new range, the
4 employee's base salary will be set equal to the new range maximum.

5
6 **37.13 Transfer**

7 A transfer is defined as an employee-initiated move of an employee from one
8 position to another position within the College or District in the same class or a
9 different class with the same salary range maximum. Transferred employees will
10 retain their current base salary.

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12 **37.14 Reassignment**

13 Reassignment is defined as an Employer-initiated move of an employee within
14 the College or District from one position to another in the same class or a
15 different class with the same salary range maximum. Upon reassignment, an
16 employee retains his or her current base salary.

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18 **37.15 Reversion**

19 Reversion is defined as voluntary or involuntary movement of an employee
20 during the trial service period to the class in which the employee most recently
21 held permanent status, or movement to a class in the same or lower salary range.
22 Upon reversion, the base salary the employee was receiving prior to promotion
23 will be reinstated.

24
25 **37.16 Elevation**

26 Elevation is defined as restoring an employee to the higher classification, with
27 permanent status, which was held prior to being granted a demotion or to a class
28 that is between the current class and the class from which the employee was
29 demoted. Upon elevation, an employee's salary will be determined in the same
30 manner that is provided for promotion in Section 37.10, above.

37.17 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

37.18 Callback

A. When an overtime-eligible employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, he or she will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate; time worked will be in accordance with Article 4, Hours of Work, and Article 5, Overtime.

B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.

C. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his or her new scheduled work shift.

37.19 Shift Premium

A. Effective July 1, 2007, shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be fifty cents (\$.60) per hour or one hundred and four dollars (\$104.00) per month.

B. Effective July 1, 2008, shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and

7:00 a.m. will be sixty-five cents (\$.65) per hour or one hundred and thirteen dollars and ten cents (\$133.10) per month.

C. Shift differential will be paid for the entire daily or weekly shift, which qualifies under Subsection A and B, above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

D. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized periods of paid leave.

E. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.

37.20 Standby

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

- 1
2 C. Employees on standby status will be compensated at a rate of seven
3 percent (7%) of their hourly base salary for time spent in standby status.
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5 **37.21 Relocation Compensation**

- 6 A. The Employer may authorize lump sum relocation compensation, within
7 existing budgetary resources, under the following conditions:
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- 9 1. When it is reasonably necessary that a person make a domiciliary
10 move in accepting a reassignment or appointment; or
11
12 2. It is necessary to successfully recruit or retain a qualified candidate
13 or employee who will have to make a domiciliary move in order to
14 accept the position.
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- 16 B. If the employee receiving the relocation payment terminates or causes
17 termination of his or her employment with the state within one (1) year of
18 the date of employment, the state will be entitled to reimbursement for the
19 moving costs which have been paid and may withhold such sum as
20 necessary from any amounts due the employee. Termination as a result of
21 layoff or disability separation will not require the employee to repay the
22 relocation compensation.
23

24 **37.22 Salary Overpayment Recovery**

- 25 A. When the Employer has determined that an employee has been overpaid
26 wages, the Employer will provide written notice to the employee that will
27 include the following items:
28

- 29 1. The amount of the overpayment;
30
31 2. The basis for the claim; and

3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee must choose one (1) of the following options for paying back the overpayment:

1. Voluntary wage deduction;

2. Cash; or

3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements.

If the employee fails to choose one (1) of the three (3) options described above with the timeframe specified in the institution's written notice of overpayment, the institution will deduct the overpayment owed from the employee's wages over a period equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

The Employer agrees not to add interest to the overpayment amount.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 25 of this Agreement.

37.23 Special Pay Salary Ranges

The Director of the Department of Personnel may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

37.24 Multilingual/Sign Language/Braille Premium Pay

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one (1) language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

37.25 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by federal tax law or regulation.

37.26 Pre-Tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.

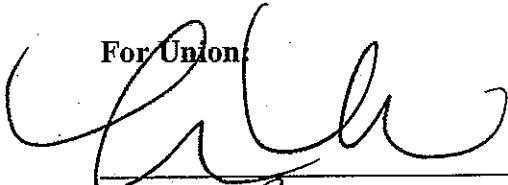
37.27 Medical/Dental Expense Account

The Employer agrees to continue to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by federal tax law or regulation.


37.28 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2007 – 2009 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

For Union:


Date 8/31/06

For Employer:


Date 8/31/06

WPEA Higher Education Salary Survey to 25% and Other Increases

Job Class	Job Class Title	Adjustment	Current	New	Employees
113J	MAIL PROCESSING-	2.50%	33	34	2
113K	MAIL PROCESS-DRV	2.50%	35	36	2
197I	COMMUNICATIONS C	2.50%	36	37	1
197J	COMMUNICATION CO	2.50%	45	46	1
197K	COMMUNICATION CO	2.50%	49	50	3
2009	ADMIN SERVICES M	5.00%	44	46	3
2010	ADMIN SERVICES M	5.00%	49	51	3
2011	ADMIN SERVICES M	5.00%	54	56	2
2015	PROGRAM MANAGER A	10.00%	44	48	8
2016	PROGRAM MANAGER	5.00%	49	51	1
2030	RESEARCH ANALYST	5.00%	38	40	1
2032	RESEARCH ANALYST	2.50%	47	48	2
2046	ADMIN ASSIST B	7.50%	43	46	8
2050	CENTRAL SVCS SUP	5.00%	42	44	1
2356	COMPUTER OPERATI	7.50%	45	48	2
2366	DATA CONTROL TEC	7.50%	36	39	6
2371	COMPUTER OPERATO	10.00%	31	35	1
255I	INSTR&CLASS SUPP	12.50%	34	39	9
255J	INSTR & CLASS SU	10.00%	35	39	5
255K	INST & CLASSRM S	12.50%	39	44	21
255L	SCI INSTRUCTIONA	10.00%	47	51	3
2628	EMERGENCY COMMUN	6.40%	40	37SP	1
2686	SAFETY PROFESSIO	2.50%	48	49	1
3058	PAYROLL & BENEFI	5.00%	40	42	2
3063	PAYROLL COORDINA	5.00%	39	41	4
3065	PAYROLL SUPERVIS	5.00%	43	45	3
3070	CASHIER I	5.00%	28	30	2
3071	CASHIER II	5.00%	30	32	10
3072	CASHIER SUPVR	5.00%	35	37	1
3073	CASHIER LEAD	5.00%	32	34	2
3110	PURCHASING MGR A	12.50%	46	51	1
3111	PURCHASING MGR B	2.50%	50	51	1
3119	BUYER I	2.50%	38	39	4
3120	BUYER II	2.50%	44	45	3
3122	BUYER III	5.00%	49	51	1
3125	PURCHASING ASSIS	2.50%	29	30	4
3210	BOOKSTORE MANAGE	5.00%	42	44	5
3213	BOOKSTORE MANAGE	5.00%	53	55	2
3220	RETAIL CLERK I	5.00%	26	28	4
3221	RETAIL CLERK II	5.00%	29	31	11
3222	RETAIL CLERK LEA	5.00%	32	34	4
3223	BOOKSTORE BUYER	5.00%	36	38	9

WPEA Higher Education Salary Survey to 25% and Other Increases

Job Class	Job Class Title	Adjustment	Current	New	Employees
3514	GRAPHIC DESIGNER	2.50%	40	41	8
3515	GRAPHIC DESIGN/I	2.50%	46	47	2
3516	GRAPHIC DESIGN/I	2.50%	50	51	2
3520	MEDIA TECHNICIAN	2.50%	27	28	2
3521	MEDIA TECH SENIO	2.50%	35	36	7
3523	MEDIA TECHNICIAN	2.50%	38	39	3
3540	MEDIA ENGINEER A	2.50%	51	52	1
3541	MEDIA ENGINEER B	2.50%	56	57	1
3573	STAGE TECHNICIAN	7.50%	40	43	1
3575	STAGE MANAGER	7.50%	46	49	2
3581	ELECT. MEDIA PRO	2.50%	46	47	2
3631	OFFSET DUPL OPER	2.50%	26G	27G	1
4009	FOOD SERVICE MGR	10.00%	42	46	2
4021	FOOD SERVICE SUP	5.00%	37	39	1
4046	FOOD SERVICE WOR	5.00%	27	29	2
4167	RECREATION COORD	5.00%	33	35	2
4168	RECREATION COORD	5.00%	40	42	1
4415	ASS'T FIN AID DI	5.00%	44	46	5
4466	DEAF INTERPRETER	10.00%	41	45	4
4468	TUTOR CENTER COO	10.00%	41	45	2
4659	ASSOCIATE ARCHIT	20.00%	55	63	1
4784	SCI INSTRUCTIONA	10.00%	40	44	16
4785	SCI INST TECH II	10.00%	43	47	10
479I	INFORMATION TECH	10.00%	44	48	10
479J	INFORMATION TECH	10.00%	50	54	36
479K	INFORMATION TECH	10.00%	54	58	40
479L	INFORMATION TECH	10.00%	58	62	18
479M	INFORMATION TECH	10.00%	62	66	10
4801	LABORATORY TECH	22.50%	36	45	1
481A	INFO TECH TECHN	10.00%	34	38	3
481B	INFOR TECH TECHN	10.00%	38	42	10
5216	BLDG & GRNDS SUP	2.50%	54	55	1
5217	BUILDING & GROUND	2.50%	60	61	2
5221	FAC OPERATIONS M	2.50%	47G	48G	1
5265	UTILITY WORKER 2	2.50%	32	33	6
5330	CARPENTER	5.00%	40G	42G	1
5335	CONTROL TECHNICI	2.50%	45G	46G	1
5340	ELECTRICIAN	2.50%	45G	46G	3
5410	PAINTER	5.00%	40G	42G	2
596K	HIGHWAY MAINTENA	7.50%	55G	58G	1
6112	SOCIAL WORK ASSI	10.00%	41	45	26
6114	SOCIAL WORK ASSI	10.00%	37	41	1

WPEA Higher Education Salary Survey to 25% and Other Increases

Job Class	Job Class Title	Adjustment	Current	New	Employees
6115	SOCIAL WORKER I	10.00%	47	51	1
6222	HEALTH CARE SPEC	12.50%	58	60N1	1
626J	MAINTENANCE MECH	2.50%	41G	42G	1
626K	MAINTENANCE MECH	2.50%	45G	46G	31
626L	MAINTENANCE MECH	2.50%	48G	49G	4
626M	MAINTENANCE MECH	2.50%	52G	53G	2
632I	TRUCK DRIVER 1	2.50%	33G	34G	3
6471	DENTAL ASSISTANT	7.50%	35	38	1
6477	DENTAL CLINIC SU	25.00%	41	51	1
					456

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38.1 The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for each bargaining unit member each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2008 and calendar year 2009, respectively.

38.2 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

38.3 The Employer will set aside \$20,000,000 in the public employees' and retirees' insurance account to be used only for the benefit of the Employer and proportionately for represented and non-represented employees in the event the health care costs increase more than the trends assumed under this agreement; and this account will not be used to expand benefits or to reduce the average employee share of medical insurance premium cost for the total weighted average of the health care premium to less than twelve percent (12%).

ARTICLE 39

VOLUNTARY EMPLOYEE BENEFIT ACCOUNTS (VEBA)

39.1 The Employer will provide to eligible employees covered by this Agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the Employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

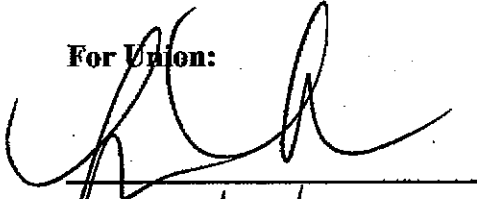
39.2 As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions.

A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:

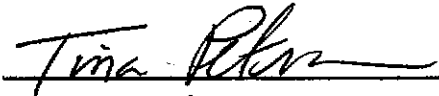
1. The employee not paying income taxes due on the equivalent funds placed into the plan, or
2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

1 B. A provision to require each covered eligible employee to forfeit
2 remuneration for accrued sick leave at retirement if the employee is
3 covered by a medical expense plan and the employee refuses to sign the
4 required agreement.

5
6 For Union:

7 
8 _____
9 Date 8/9/06
10

For Employer:



Date

8/8/06

ARTICLE 40
STRIKES

Nothing in this Agreement permits or grants to any employees the right to strike or refuse to perform his or her official duties.

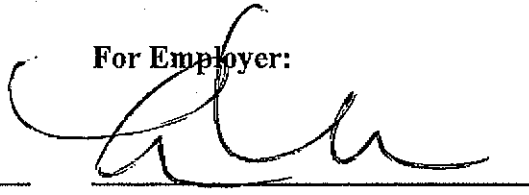
For Union:



Date

7/17/06

For Employer:



Date

7/17/06

ARTICLE 41

ENTIRE AGREEMENT

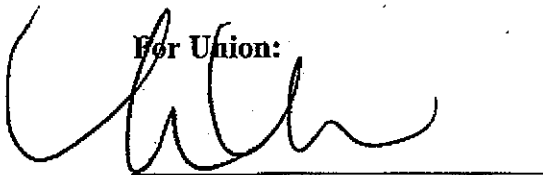
41.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, entered into prior to July 1, 2005, is null and void, unless specifically preserved in this Agreement.

41.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

41.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

41.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement, the Employer will notify the Union and, if requested, engage in collective bargaining.

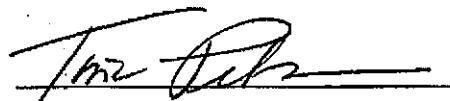
For Union:



Date

8/31/06

For Employer:



Date

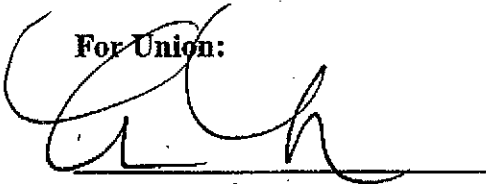
8/31/06

ARTICLE 42


SAVINGS

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

For Union:


Date 7/17/06

For Employer:

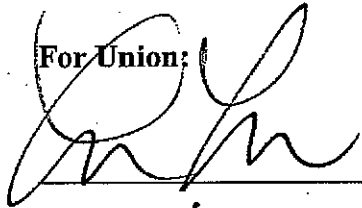

Date 7/17/06

ARTICLE 43


PRINTING OF AGREEMENT

The Employer will make this Agreement available on the appropriate Employer websites and provide a copy to the Union in electronic format. Each party will be responsible for the printing of the Agreement for their constituents.

For Union:


Date 7/17/06

For Employer:


Date 7/17/06

TA

Employer Counter Proposal #1

July 17, 2006

Page 1 of 1

ARTICLE 44

DURATION

44.1 All provisions of this Agreement will become effective July 1, 2007, and will remain in full force and effect through June 30, 2009.

44.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2008 and no later than March 1, 2008. Negotiations will begin at a time agreed upon by the parties.

FOR THE UNION

FOR THE EMPLOYERS

DATE

7/17/06

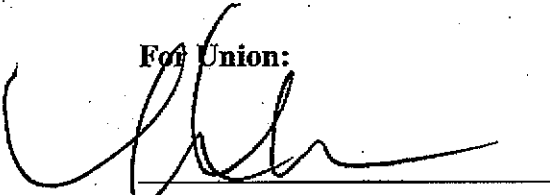
DATE

7/17/06

MEMORANDUM OF UNDERSTANDING

The Employer and the Union agree that in the event that the Washington Public Employment Relations Commission orders a change in the composition of bargaining units represented by the Washington Public Employee Association/UFCW 365 during the term of this Agreement to include employees working between three hundred and fifty (350) hours and one thousand fifty (1,050) hours per year, the 2007 – 2009 Collective Bargaining Agreement by and between the State of Washington and the Washington Public Employee Association/UFCW will be reopened for the limited and specific purpose of negotiating the Articles or any portion thereof that specifically apply to such employees.

For Union:



Date

For Employer:



Date

8/31/00

APPENDIX A

**BARGAINING UNITS REPRESENTED BY THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION-
COMMUNITY COLLEGES AS OF JULY 17, 2006**

Cascadia CC	Non-Supervisory Classified	8166
Clark CC		
	All Non-Supervisory Classified	9194
	Supervisory Classified	8388
Columbia Basin CC	Non-Supervisory Classified	8985
Edmonds CC	Non-Supervisory Classified	8535
	Supervisory Classified	8535
Grays Harbor CC	Non-Supervisory Classified	8255
Highline CC	Non-Supervisory Classified	RM-122
Olympic CC	Non-Supervisory Classified	9156-A
	Supervisory Classified	8960-D
Pierce CC	Non-Supervisory Classified	8380
	Supervisory Classified	8380
Skagit Valley CC	Non-Supervisory Classified	RU-554
	Supervisory Classified	RU-554
	Non-Supervisory Head Start/ECAP	8001
	Supervisory Head Start/ECAP	

Tentative Agreement

August 9, 2006

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Tacoma CC

Non-Supervisory custodial/maintenance/
grounds

RBUM-143

Walla Walla CC

Non-Supervisory Classified

8381

Supervisory Classified

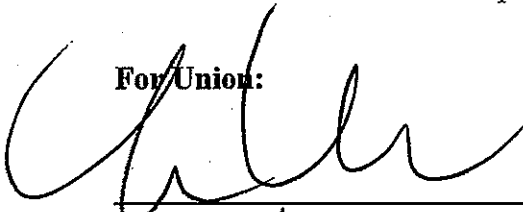
8381

Wenatchee CC

Non-Supervisory Classified

RU-524

For Union:



Date

8/9/06

For Employer:



Date

8/9/06

APPENDIX B

WPEA HIGHER ED-LAYOFF UNITS

<u>College</u>	<u>Layoff Units</u>
Cascadia Community College	1. Project Employment 2. All Other Classified Employees
Clark College	1. Classified Employees in Special Programs 2. Classified employees in the Northwest Athletic Association of Community Colleges 3. Project Employment 4. All Other Classified Employees
Columbia Basin College	1. Project Employment 2. All Non-Supervisory Classified Staff
Edmonds Community College	1. Head Start Employees 2. Project Employment 3. All Other Classified Employees Including Corrections Employees
Grays Harbor College	1. Project Employment 2. Satellite Campuses 3. All Other Classified Employees
Highline Community College	1. The Center for Learning Connections

- 1
- 2
- 3
- 4
- 5
- 6 Olympic College
 1. Project Employment
 2. All Other Classified Employees
- 7
- 8
- 9 Pierce College
 1. Pierce County Careers Connection
 2. Project Employment
 3. All Other Classified Employees,
including Corrections Programs
- 10
- 11
- 12
- 13
- 14 Skagit Valley College
 1. Project Employment
 2. Head Start/ECEAP
 3. All Other Classified Employees
- 15
- 16
- 17
- 18 Tacoma Community College
 1. Gig Harbor Campus Employees
 2. Project Employment
 3. All Other Classified Positions, including
Gig Harbor Campus Custodians
- 19
- 20
- 21
- 22
- 23 Walla Walla Community College
 1. Education Program Employees at the
Washington State Penitentiary in Walla
Walla
 2. Clarkston Center Employees
 3. Coyote Ridge Corrections Center
Employees
 4. All Other Classified Employees
- 24
- 25
- 26
- 27
- 28
- 29
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- 31

Tentative Agreement

August 9, 2007

Page 3 of 3

Wenatchee Valley College

1. Project Employment

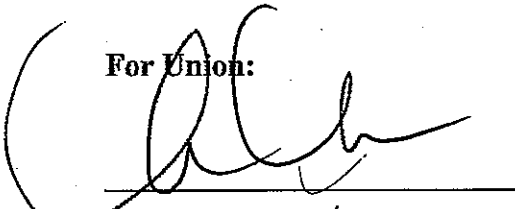
2. All Other Classified Employees

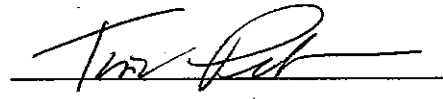
For Union:

For Employer:

Date

Date


8/9/06


8/9/06

Appendix C

DATA SHARING AGREEMENT

- i. This Data Sharing Agreement (DSA) is entered into by and between the Employer and the Union, pursuant to the authority granted by Chapter 39.34 RCW.
- ii. This DSA is executed in accordance with the Collective Bargaining Agreement (CBA) by and between the State of Washington and WPEA Higher Education, Article 35 Union Security.

1. PURPOSE OF THE DSA

The purpose of this DSA is to establish the use, scope and content of data that WPEA needs from the Employer to support its program.

2. DEFINITIONS

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between the Employer systems and WPEA systems, networks and/or employee workstations.

"Data Storage" refers to the state data is in when at rest. Data can be stored on off-line devices such as CD's or on-line on WPEA servers or WPEA employee workstations.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

3. DURATION OF THIS DSA

This DSA shall be in effect for the duration of this CBA.

4. DESCRIPTION OF DATA TO BE SHARED

The data as identified in Article 35 Union Security will be extracted from the Employer databases.

5. DATA ENCRYPTION

Production transmission of the above data from the Employer to WPEA will be accomplished over a secure session. At this time the Employer is able to support the following methods:

- i. Standard FTP of a PGP encrypted file (client or server)
- ii. Secure Shell (SSH) (client or server)
- iii. FTP over SSL (Client only)
- iv. "Secure File Transfer" by Tumbleweek/Valicert (Client Only)

The method of transmission will be chosen based on the capability of WPEA.

7. INTENDED USE OF DATA

The data provide via this DSA is for the purpose of employee status reporting.

8. CONSTRAINTS ON USE OF DATA

This DSA does not constitute a release of the data to any organization, other than as identified in Article 35 Union Security, for discretionary use, but may be accessed only for the purposes described herein. Any ad hoc analyses or other use of the data, not specified in this DSA or CBA, is not permitted without the prior written agreement of the Employer.

The WPEA is not authorized to update or change any data in the employee status reports.

9. SECURITY OF DATA

A. Data Protection

WPEA shall take due care and take reasonable precautions to protect the Employer's data from unauthorized physical and electronic access. WPEA will have in place and comply with information systems security standards, procedures and guidelines based on the common criteria (ten domains), the ISO-17799, CoBit, or similar industry standards. It is recognized and understood that WPEA may be governed by one or more federal regulations, such as Sarbanes-Oxley, HIPAA and others. In addition WPEA is willing to comply with Washington State RCW 42.17.31922, Personal Information – Notice of Security Breaches, and RCW 19.255.010 Disclosure, Notice – Definitions – Rights Data Security Technology Standards. WPEA will strive to meet or exceed the requirements of the Information Services Board (ISB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.

B. Data Security Technology Standards

WPEA will be responsible for providing data security technology standards that will ensure acceptable levels of data security as outlined in 9.A above. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.

C. IT Data Security Administration

The Employer and WPEA IT Data Security Administrators will exchange specific information relating to technology supporting this DSA. This information will not involve sensitive or confidential internal processes or practices, but address standard methods and practices of the protection and transfer of sensitive information between entities. The focus of this information exchange is to further define data security methods and technology, including encryption method and tools for the data exchange described above to ensure the Employer and WPEA meet the requirements of this DSA. This exchange will take place and meet with the approval of both parties prior to access of the data.

This documentation will serve to satisfy any potential requirement each agency may have under ISB Security Standards to document the management of secure information.

10. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the WPEA shall notify all staff that will have access to the data of the following requirements. This notification shall include all IT support staff as well as staff who will use the data. A copy of this notification shall be provided to the Employer at the same time it is provided to relevant WPEA staff.

A. Non-Disclosure of Data

1. WPEA staff shall not disclose, in whole or in part, the data provided by the Employer to any individual or agency, except as provided by the CBA or as specifically authorized in this DSA. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this DSA.
2. WPEA shall not access or use the data for any commercial or personal purpose.
3. Any exceptions to these limitations must be approved in writing by the Employer.

B. Penalties for Unauthorized Disclosure of Information

In the event the WPEA fails to comply with any terms of this DSA, the Employer shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

The WPEA accepts full responsibility and liability for any violations of the DSA.

C. Employee Awareness of Use/Non-Disclosure Requirements

The WPEA shall ensure that all staff with access to the data described in this DSA are aware of the use and disclosure requirements of this DSA and will advise new staff of the provisions of this DSA.

11. DATA CONFIDENTIALITY

A. Regulations Governing Confidentiality of Data

1. The WPEA acknowledges the confidential nature of the information and agrees that WPEA personnel with access shall comply with all laws, regulations and policies that apply to protection of the confidentiality of the data.
2. This data is confidential under state and Federal law, access and use of this information will be limited only to persons whose staff function requires such access.

B. Limited Access to Data (Use as Applicable)

Only WPEA assigned staff will have access to review and maintain data for WPEA.

12. OVERSIGHT

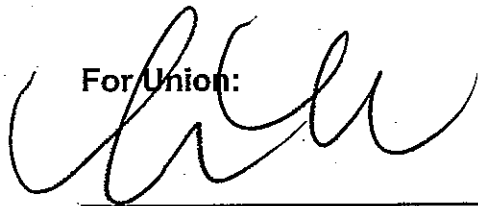
The WPEA agrees that the Employer, or its designee, will have the right, at any time, to monitor, audit, and review activities and methods in implementing this DSA in order to assure compliance therewith, within the limits of WPEA's technical capabilities.

13. GOVERNANCE

- A. The provisions of this Interagency DSA are severable. If any provision of this DSA is held invalid by any jurisdiction, that invalidity shall not affect the other provisions of this Interagency DSA and the invalid provision shall be considered modified to conform to the existing law.
- B. In the event of a lawsuit involving this Interagency DSA, venue shall be proper only in Thurston County, Washington.

End

For Union:



Date

8/31/06

For Employer:



Date

8/31/06